UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

NATIONWIDE LIFE INSURANCE COMPANY, a foreign corporation,

Plaintiff/Counter-Defendant,

VS

Case: 2:11-cv-12422-AC-MKM

Hon. Avern Cohn

WILLIAM KEENE, JENNIFER KEENE, MONICA LYNN LUPILOFF, NICOLE RENEE LUPILOFF and NICOLE RENEE LUPILOFF PERSONAL REPRESENTATIVE OF THE ESTATE OF GARY LUPILOFF, DECEASED,

Defendants,

and

MONICA LYNN LUPILOFF, NICOLE RENEE
LUPILOFF and NICOLE RENEE LUPILOFF
PERSONAL REPRESENTATIVE OF THE ESTATE
OF GARY LUPILOFF, DECEASED,

Defendants/Counter-Plaintiffs and Cross-Plaintiffs.

٧S

WILLIAM KEENE, JENNIFER KEENE, individually, jointly and severally,

Defendants/Cross-Defendants.

Michael F. Schmidt (P25213) Attorney for Plaintiff 1050 Wilshire Dr, Ste 320 Troy MI 48084 248 649-7800

Albert L. Holtz (P15088)
ALBERT L. HOLTZ, P.C.
Attorney for Monica Lupiloff, Nicole
Lupiloff and Nicole Lupiloff,
Personal Representative of the
Estate of Gary Lupiloff, deceased
248 593-5000

CROSS COMPLAINT and CERTIFICATE OF SERVICE

NOW COME the Defendants/Cross-Plaintiffs herein, Monica Lynn Lupiloff, Nicole Renee Lupiloff and Nicole Renee Lupiloff Personal Representative of the Estate of Gary Lupiloff, Deceased, by their attorney, ALBERT L. HOLTZ, P.C., and for their Cross Complaint state as follows:

GENERAL ALLEGATIONS

- 1. Plaintiff, Nationwide Life Insurance Company (hereinafter "Nationwide") is an insurance corporation with its principal place of business in Columbus, Ohio.
- 2. Defendant/Cross-Plaintiff, Monica Lynn Lupiloff, is a resident of Chicago, Cook County, Illinois.
- 3. Defendant/Cross-Plaintiff, Nicole Renee Lupiloff, is a resident of Oakland County, MI and is also the duly-qualified Personal Representative of the Estate of Gary Lupiloff, her father, Oakland County Probate Court file: 10 330999 DE.
- 4. On July 13, 2010, Gary Lupiloff was murdered on his premises in Royal Oak, MI. He was shot in the back and died within an hour of the shooting.

COUNT I The Insurance Policy

- 5. The Cross-Plaintiffs incorporate by reference each and every of the foregoing allegations as though fully set forth herein, and further state:
- 6. The Cross-Plaintiffs were contingent-beneficiaries of a Nationwide policy in the amount of \$500,000 (hereinafter the "Policy") attached hereto as Exhibit A. Cross-Defendant, William Keene, on information and belief, was the alleged killer of Gary Lupiloff, or William Keene allegedly hired someone to kill Gary Lupiloff, for the proceeds of the Policy, which was issued without the knowledge of Cross-Plaintiffs.

- 7. William Keene has filed a claim with Nationwide for the proceeds of the Policy (attached hereto as Exhibit B).
- 8. Through fraud and/or duress, William Keene was substituted as owner (Exhibit C) and primary beneficiary and Jennifer Keene was substituted as contingent beneficiary in the place of Monica Lupiloff and Nicole Lupiloff (Exhibit D).
- 9. Gary Lupiloff's signature was allegedly forged on the Change of Beneficiary form the change of ownership form.
- 10. MCL 700.2803(4) bars William Keene from collecting under the Policy. Further, Jennifer Keene is barred also because of her alleged conspiracy in the killing, fraud and/or duress, and she has failed to file a proof of claim under the Policy.

WHEREFORE, Cross-Plaintiffs pray that this Court enter a judgment in favor of the Cross-Plaintiffs and award them interest, court costs and attorney fees for damages so wrongfully sustained.

COUNT II Wrongful Death

- 11. The Cross-Plaintiffs incorporate by reference each and every of the foregoing allegations as though fully set forth herein, and further state:
- 12. William Keene is allegedly believed to have murdered Gary Lupiloff by shooting him, or allegedly hiring an assailant to shoot Gary Lupiloff, in stealth, in the back, and from behind the decedent's premises in Royal Oak, MI.
- 13. In said shooting, William Keene, was allegedly guilty of gross negligence and/or intentional misconduct resulting in the wrongful death of Gary Lupiloff to the detriment of his family and his estate.

14. Gary Lupiloff's death caused him extreme pain and suffering, and caused

emotional pain and suffering to his family including, but not limited to, his daughters,

Monica Lupiloff and Nicole Lupiloff.

15. Said wrongful death allegedly perpetrated by William Keene was allegedly

within the knowledge, information and belief of his wife, Jennifer Keene, who knew or

should have known of Keene's heinous act.

16. Gary Lupiloff's family and Estate have expended costs of medical treatment,

expenses of his last illness, and funeral, burial and monument expenses, all of which have

not been compensated.

17. Cross-Plaintiffs seek damages for wrongful death, pain, suffering, medical

expenses, cost of last illness, burial, internment, and monument expenses and exemplary

damages for the wrongful death of Gary Lupiloff.

WHEREFORE, Monica Lynn Lupiloff and Nicole Renee Lupiloff seek judgment in

the amount of \$500,000 plus, interest, court costs and attorney fees, and the Estate of

Gary Lupiloff seeks judgment in the amount of \$3,500,000 together with interest, court

costs and attorney fees and such other and further relief as is justifiable in equity and good

conscience.

ALBERT L. HOLTZ, P.C.

Dated: 20 June 2011

/s/ Albert L. Holtz

4

CERTIFICATE OF SERVICE

LYNN PARSONS does hereby affirmatively state that on 6/20/11 she electronically filed the foregoing and this Proof of Service with the Clerk of the Court using Wiznet E-File & Serve system-which-will-effectuate-service-upon all counsel of record.

/s/ Lynn Parsons

EXHIBIT A

POLICY CERTIFICATION

The undersigned, Jaimey Bly, being the Manager of Life Policy Administration of Nationwide Life Insurance Company located in Columbus, Ohio, hereby states that the attached portions of policy number L034804300 insuring the life of Gary H. Lupiloff, constitute a true and accurate copy of said policy.

Jaimey Bly

STATE OF OHIO .)
S.S.
COUNTY OF FRANKLIN)

On this 40 day of 2011, before me, a Notary Public in and for the State of Ohio, appeared 3000, known to be the person described herein, and who executed the foregoing instrument and she acknowledged that she voluntarily executed the same.

Notary Public

My Commission Expires: U-202011

MARGARET MODLICH

* Notary Public, State of Ohio

My Commission Expires 06-22-2011



GUARANTEED TERM LIFE INSURANCE TO AGE 95 POLICY

PLEASE READ YOUR POLICY CAREFULLY

This policy is a legal contract between you and us:

MEMO TO THE POLICY OWNER:

Patricia B. Hatter

Thank you for relying on Nationwide Life Insurance Company.

The protection this policy provides is explained on the following pages... To help us serve you better, please let us know if you change your name or address, or wish to change your Beneficiary.

We agree to pay the Death Benefit to the Beneficiary upon receiving proof that the Insured has died while this policy is in force.

10 DAY RIGHT TO EXAMINE ..

To be certain that you are satisfied with this policy, you have a 10-day "free look." Within 10 days after you receive the policy, you may return it to our Home Office or to the agent who delivered it. We will then void the policy as if it had nover been in force and refund all premiums paid.

If you have any questions about your policy or need additional insurance service, contact your agent or write to our Home Office. When you write to us, please include the policy number, the Insured's full name; and your current address:

Signed at the Homo Office of the Nationwide Life Insurance Company, One Nationwide Plaza, Columbus, Ohio on the Policy Date shown on the policy data page:

Secretary.

President

Renewable once a year until age 91.

Convertible anytime prior to the end of the conversion period, as stated on the policy data pages:

Premiums payable during lifetime of Insured prior to the end of the term of the policy.

Premiums are guaranteed at issue.

Non-Participating - No Dividends ...

Life 4608

Nationwide Life Insurance Company
Home Office: One Nationwide Plaza A Columbus, Ohio 43215-2220:

DUPLICATE

CONTENTS

PROVISION	PAGE
Age or Sex	4
Conversion	5
Death Benefit	4
Definitions	3
Entire Contract	3
General Policy Provisions	3
Grace Period	5
Incontestability	4
Owner and Beneficiary Provisions	4
Policy Data Page	2
Policy Settlement	6
Premium Changes	5
Premium Payment Provisions	
Reinstatement	<i>5</i>
iuicide	4
Tables for Settlement Options	

POLICY DATA PAGE

Owner Instred GARY H LUPILOFF GARY H LUPILOFF L034004300

Policy Number Age Of Insured Sex Of Insured

Rate Typs

Male Non-Tobacco Policy Data

November 28, 2003

Initial Face Amount

\$500,000

Standard Premium Class

An initial premium on the premium basis as shown in the application is due as of the policy date. Total initial premiums for the available frequencies of payment are:

Annual

Semi Annual

Quarterty

Monthly

\$1,030.00

\$538,60

\$272.95

\$91.67

Premiums are payable to the policy anniversary in the year shown in the schedule below or until prior death of the insured.

To determine the gueranteed maximum modal premium for any given ago, use the annual premium shown and then: 1. multiply by the factor shown at the right; and

Payment Mode Semi-annual Factor Loading .6200 + .00

x .6200 +

Quarterly PAP

.2650 + .00

2. edd the loading

x -0890 + .00

Schedule of Benefile and Annual Premiums

Form Number

4608

Bonefits

Annual Premium Payablo

10 YEAR LEVEL GUARANTEED TERM LIFE INSURANCE TO AGE 98

\$1,030.00

To Year 2013

TOTAL INITIAL ANNUAL PREMIUM

\$1,030.00

Lita 4408

Page 2

XLUPOTA

DUPLICATE I

Insured Name GARY H LUPILOFF

Policy-Number-L034804300-

Policy Osia November 28, 2003

Age Of Instered Sex of Insured Male

10 Year Level Guaranteed Term Life Insurance to Age 95 - Basa Policy

Face Amount --

\$500,000

NOTE: Premium is due at the beginning of each premium payment period (le., Annual, Semi-Annual, Quarterly, Morniny). The premium for the annual premium payment period is disclosed on this page.

HOTE: Conversion may be at any time during the first 5 years, subject to the 'CONVERSION' provision.

POLICY		QUARANTEED	POLICY		GUARANTEED
YEAR	AGE	PREMIUM	YEAR	AOE	PREMIUM
. 1	46	51,030.00	26	71	\$52,915.00
2	47	\$1,030.00	27	72	\$58,435.00
.3	48	\$1,030.00	28	73	\$85,135.00
4	49	\$1,030.00	28	74	\$72,495.00
5	50	\$1,030.00	30	75	\$80,385.00
6	51	\$1,030.00	31	76	\$88,676.00
7	52	\$1,030 80	32	77	• \$97,366.00
8	53	\$1,030.00	33	78 ⁻	\$106,480.00
9	54	\$1,030.00	34	70	\$116,310.00
10	68	\$1,030.00	35	80	\$127,170.00
11	56	811,825.00	. 36	81	\$139,335.00
12	67	312,900.00	37	° \$0	3103,000.00
13	58	\$14,286.00	38	83	\$168,280.00
14	59	\$16,710.00	38	84 .	\$184,688.00
15	60	\$17,320.00	40	85	\$201,930.00
16	ខា	\$19,110.00	41	88	\$219,760.00
17	62	\$21,176.00	42	87	\$237,918.00
18	63	\$23,516.00	43	98	\$258,315.00
19	84	\$28,110.00	44	89	\$275,226.00
20	65	\$28,955.00	48	90	\$294,910.00
21	88	\$32,030.00	46	91	\$315,830.00
22	87	\$35,330.00	47	82	\$338,785.00
.23	88	\$38,815.00	48	93	. 3365,945.00
24	69	\$42,890.00	49	94	\$402,410.00
25	70	\$47,750.00			

XLVP04A

DEFINITIONS

ATTAINED AGE: The Insured's Attained Age is equal to the Insured's age at issue, shown on the policy data page, plus the number of completed Policy Years.

BENEFICIARY: The Beneficiary is the person to whom the Death Benefits are paid when the Insured dies. The Beneficiary is named in the application, unless changed.

COMPANY: The Company is the Nationwide Life Insurance Company. "We," "our," and "us" refer to the Company.

CONTINGENT BENEFICIARY: The Contingent Beneficiary will become the Beneficiary if the named Beneficiary dies prior to the date of the death of the Insured.

CONTINGENT OWNER: The Contingent Owner will become the Owner if the named Owner dies prior to the date of death of the Insured.

DEATH BENEFIT: The Death Benefit means the amount of money payable to the Beneficiary if the Insured dies while this policy is in force.

HOME OFFICE: The Home Office of the Company is at One Nationwide Plaza, Columbus, Ohio.

INSURED: The Insured is the person whose life is covered by this insurance policy and named in the application.

OWNER: The Owner is as stated in the application unless later changed and endorsed on this policy. "You" or "your" refer to the Owner of this policy.

POLICY ANNIVERSARY: A Policy Anniversary is an anniversary of the Policy Date, shown on the policy data page.

POLICY DATE: The Policy Date is the date the policy provisions take effect. It is shown on the policy data page. Policy Years and policy months are measured from the Policy Date.

POLICY YEAR: The Policy Year starts on an anniversary of the Policy Date, and ends on the day prior to the next anniversary of the Policy Date.

GENERAL POLICY PROVISIONS

ENTIRE CONTRACT: The insurance provided by this policy is in return for the application and premiums paid as required in the policy. The policy and a copy of any written application, including any written supplemental applications together make up the entire policy contract. All agreements related to the policy must be on official forms signed by the President or Secretary of the Company. We will not be bound by any promise or representation made by any agent or other persons.

APPLICATION: All statements in an application are considered representations and not warranties. In issuing this policy, we have relied on the statements made in the application to be true and complete. No such statement will be used to void the policy or deny a claim unless that statement is a material misrepresentation.

DUPLICATE

SUICIDE: Suicide of the Insured, while same or insune, within two years after the Policy Date, is not covered by this policy. In that event, this policy will end and the only amount payable will be the return of any paid premiums to the Beneficiary.

INCONTESTABILITY: After this policy has been in force during the lifetime of the Insured for two years from the Policy Date, we will not contest it for any reason except nonpayment of premiums. After any endorsement or rider has been in force as part of the policy during the lifetime of the Insured for two years, we will not contest it for any reason except nonpayment of premium.

ERROR IN AGE OR SEX: If the age or sex of an Insured has been misstated, all payments and benefits under the policy will be those which the premiums paid would have purchased at the Insured's correct age or sex.

ASSIGNMENT: The Owner may assign all rights under this policy. We will not be bound by the assignment until written notice is received, accepted, and recorded at our Home Office. Assignment will be subject to any amounts owed to us before the assignment was recorded. We are not responsible for the validity of any assignment.

NON-PARTICIPATION: This policy does not participate in our carnings or surplus. This policy does not carn dividends.

DEATH BENEFIT PROVISION

We will pay the Death Benefit to the Beneficiary when we receive satisfactory proof that the death of the Insured occurred while this policy was in force. The part of any premium paid past the policy month of death will be added to the amount paid on death. Any amounts ewed to us under the Premium Payment Provisions will be deducted from the amount paid on death.

OWNER AND BENEFICIARY PROVISIONS

OWNERSHIP: The Owner has all rights under the policy during the lifetime of the Insured, unless otherwise provided. If the Owner dies before the Insured, the Owner's estate becomes Owner of the policy, unless the Owner has provided otherwise.

The Owner may name a Contingent Owner or a new Owner at any time during the lifetimo of the Insured. Any new designation of an Owner will automatically revoke any existing designation. Any request for change must be made in writing and recorded at our Homo Office. It is effective as of the date the written request is signed. It will not apply to any payment made or action taken by us before it was recorded.

BENEFICIARY: The Beneficiary and Contingent Beneficiary on the Policy Data are named in the application. More than one Beneficiary or Contingent Beneficiary may be named. If more than one Beneficiary is designated when the Death Benefit becomes payable, payment to the survivors will be made in equal shares, or in full to the last survivor, unless some other distribution of proceeds is provided.

If any Beneficiary dies or cesses to exist before the Death Benefit becomes payable, that Beneficiary's interest will be paid to any surviving Beneficiaries or Contingent Beneficiaries according to their respective interests, unless you have specified otherwise. If no Beneficiary is living or in existence when the Death Benefit becomes payable, we will consider you or your estate to be the Beneficiary.

CHANGE OF BENEFICIARY: While the Insured is living, you may change any Beneficiary or Contingent Beneficiary. Any change must be in a written form satisfactory to us and recorded at our Home Office. Once recorded, whether or not the Insured is then alive, the change will take effect as of the date you signed it. It will not affect any payment made or action taken by us before it was recorded. We may require that you send us your policy for endorsement before making a change.

PREMIUM PAYMENT PROVISIONS

Premiums are payable for the term of the policy or until the prior death of the Insured. The full premium is payable in advance, and must be paid when due to avoid loss of coverage or reduced benefits. Premiums are payable at our Home Office or to our authorized representative. The authorized representative will accept premiums and provide an official Company receipt signed by the President or Secretary and countersigned by representative. The first premium is due on the Policy Date shown on page 2. After that, premiums are due once a year, or every aix months, or every three months, or once a month, depending upon the frequency of payment chosen by the Owner.

All future premiums are guaranteed. You may change the frequency of future premium payments by written request. The change must conform to premium payment rules we have in effect at that time.

PREMIUM CHANGES: All premiums are guaranteed at issue as stated in the policy data pages. The premiums are level for the period shown on the policy data pages. After the level portion of the policy, the premiums are based on an Altained Age scale and increase every year to age 95.

GRACE PERIOD: If any premium after the first one is not paid when due, a period of 31 days from the due date of the unpaid premium will be allowed for payment. The policy will continue in force during this 31 day period. However, if the Insured dies during this 31 day period, any unpaid premium will be deducted from the Death Benefit. In no event will premiums be charged past the policy month of death. This policy will lapse, without value, if premiums are not paid.

REINSTATEMENT: If this policy lapses prior to the expiration date, you may reinstate it. You must apply in writing within five years after the date the first unpaid premium was due. We must also have evidence of insurability that is acceptable to us. All overdue premiums must be paid with 6% compound interest. Compounding interest is added to the amount owed and begins to bear interest itself during the following year.

CONVERSION

This policy may be converted to a level premium, level benefit, permanent plan of whole life or endowment insurance which is currently being offered by Nationwide. Subject to the Company's approval, the conversion may also be made to certain non-level premium, permanent life insurance policies. Conversion may be at any time prior to the end of the conversion period, as stated on the policy data pages. The following will apply:

- 1. This policy must be in force.
- Conversion must be applied for in writing.
- The Insured's Attained Age must be less than 75.
- 4. Evidence of insurability is not needed.
- The face amount of the new policy may be for an amount up to the face amount of this policy at the time the request for conversion is made, but not less than our published minimum for the plan selected.

- 6. The new policy must be for a plan of insurance we are issuing on the date of conversion.
- Premiums for the converted policy will not be waived because of any existing disability at the time of
 conversion.
- 8. Supplemental benefits cannot be added without evidence of insurability and consent of the Company.

The Policy Date of the new policy will be the date of conversion. The premium for the new policy will be based on the same class of risk as this policy and the Attained Age of the Insured on the date of conversion.

The contestable and suicide periods in the new policy will start on the Policy Date of this policy.

POLICY SETTLEMENT

Policy settlement means payment of the Death Benefit when the Insured diex.

Policy settlement may be paid in a lump sum. Options for other methods of settlement are also available. One settlement option or a combination of options may be chosen. A settlement option other than lump sum may be chosen only if the total amount placed under the option is at least \$2,000.00 and each payment is at least \$2,000.00.

While this policy is in force, the Owner may choose, revoke or change settlement options at any time. If no settlement option has been chosen before the Insured has died, the Beneficiary may choose one. If no other settlement option has been chosen, payment will be made in a lump sum.

Settlement options must be chosen, revoked or changed by proper written request. After an option, revocation, or change is recorded at our Home Office, it will become effective as of the date it was requested. We may require proof of age of any person to be paid under a settlement option. Any change of Beneficiary will automatically revoke any settlement option that is in effect.

At the time of policy settlement under any settlement option other than lump sum, we will issue a settlement contract in exchange for the policy. The effective date of the settlement contract will be the date the insured died.

Scattlement option payments are not assignable. To the extent allowed by law, scattlement option payments are not subject to the claims of creditors or to legal process.

Options 1, 2, 4 and the guaranteed period of Option 3, provide for payment of interest at the rate of 2-1/2% per year. We will determine once a year any interest to be paid in excess of the rate of 2-1/2%.

OPTIONS

- 1. INTEREST INCOME: Any amount payable under this option may be left with us and will receive interest of at least 2-1/2% annually. This interest may be either left to accumulate or it may be paid at the end of every 12, 6, 3, or 1 month interval from the effective date of the settlement contract. Upon receipt of proper written request, the amount left with us may be withdrawn.
- 2. INCOME FOR A FIXED PERIOD: Any amount payable under this option will be paid over the number of years selected. The amount payable monthly for each \$1,000 left with us will be at least as much as the amount shown in the Option 2 Table. If chosen, payments will be made at the beginning of each 12, 6, 3, or 1 month interval, starting with the effective date of the settlement contract. Each payment includes a portion of the amount left with us and interest. Upon receipt of proper written request, the amount left with us may be withdrawn.

DUPLICATE

- 3. LIFE INCOME WITH PAYMENTS GUARANTEED: Any amount payable under this option will be paid during the named payee's lifetime. A guaranteed period of 10, 15, or 20 years may be selected. Payments will continue to the end of this period even if the payee dies. The amount payable monthly for each \$1,000 left with us is shown in the Option 3 Table. If chosen, payments will be made at the beginning of each 12, 6, 3, or 1 month interval starting with the effective date of the settlement contract. Amounts left with us under this option may not be withdrawn.
- 4. FIXED INCOME FOR VARYING PERIODS: Any amount payable under this option will be paid in a fixed amount until the amount left under this option, and interest, has been paid. The total amount payable each year may not be less than 5% of the amount left under this option. Interest paid under this option will be at the rate of at least 2-1/2% compounded annually. If chosen, payments will be made at the beginning of each 12, 6, 3, or I month interval, starting with the effective date of the settlement contract. Upon receipt of proper written request, the amount left with us may be withdrawn.
- 5. JOINT AND SURVIVOR LIFE INCOME: Any amount payable under this option will be paid and continued during the lifetimes of the named payees, as long as either payee is living. Upon request, the Company will furnish information as to the monthly amounts payable for each \$1,000 of proceeds. (Life Income amounts payable for other combinations of age and sex will be furnished on request.) If chosen, payments will be made jointly at the beginning of each 12, 6, 3, or 1 month interval, starting with the effective date of the settlement contract. Amounts left with us under this option may not be withdrawn.
- 6. LIFE ANNUITY: Any amount payable under this option will be paid during the lifetime of the named payee or the lifetimes of the named payees. The amount payable will be 102% of our current annuity purchase rate on the effective date of the settlement contract. Annuity purchase rates are subject to change. Upon request, we will quote the amount currently payable under this settlement option. If chases, payments will be made at the end of each 12, 6, 3, or 1 month interval from the effective date of the settlement contract. Amounts left with us under this option may not be withdrawn.

TABLES FOR SETTLEMENT OPTIONS

OPTION 2

Monthly Installments for each \$1,000 of Proceeds
Option 2 - Income for a Fixed Period

N	umber of Years	Amount of Each	Number of Years	Amount of Each
	Specified	Installment	Specified	Installment
	I ,	\$84.28	16	\$6.30
i	2	42.66	17	6.00
	3	28.79	18	5.73
1	4 1	21.86	19	5.49
1	2	17.70	20	5.27
1	9	14.93	21	5.08
	·	12.95	22	4.90
1	2	11.47	23	4.74
1	10	10.32	24 25	4.60
1	17	9.39 8.64	25 J	4.46
ł	iż	8.02	26	4.34
1	iã	7.49	27 28	4.22
1	<u>14</u>	7.03	29	4.12
]	ĪŠ	6.64	30	4.02 3.93
Anı	nual, semi-annual or o	marieriy navmenta ana 11 86	5 5 969 and 2 004 respective	aby times the markhy

Annual, semi-annual or quarterly payments are 11.865, 5.969 and 2.994 respectively times the monthly installments.

OPTION 3

Monthly Installments for each \$1,000 of Proceeds
Option 3 - Life Income with Payments Guaranteed
REFER TO NEXT PAGE

OPTION 5

Monthly Installments for each \$1,000 of Proceeds
Option 5 - Joint & Survivor Life Income

M/F	50	55	60	65	70	75	80	85	90	95	100
50	\$2.86	\$2.96	\$3.04	\$3.11	\$3.17	\$3.21	\$3.24	53.26	\$3.28	\$3.29	\$3,29
55	\$2.92	\$3.04	\$3.15	\$3.26	\$3.35	\$3.43	\$3,48	53.52	\$3.55	\$3.56	\$3.57
60	\$2.96	\$3.11	\$3.26	\$3.41	\$3.55	\$3.67	\$3,77	\$3.84	\$3.88	\$3.91	53.93
65.	\$3.00	\$3.17	\$3.35	\$3.55	\$3.75	53.94	\$4.10	\$4.22	\$4.31	\$4.37	\$4,40
70	\$3.02	S3.21	\$3,43	\$3.67	\$3.94	\$4.21	\$4.47	\$4.68	\$4.85	\$4.96	\$5.03
75	53.04	53.24	\$3.48	\$3.77	\$4.10	\$4.47	\$4.85	55.20	\$5.50	\$5.72	\$5.86
80	\$3.05	\$3.26	\$3.52	\$3.84	\$4.22	\$4.68	\$5.20	\$5.73	\$6.22	\$6.63	\$6.92
85	\$3.06	\$3.28	\$3.55	53.88	\$4.31	\$4.85	\$5.50	\$6.22	\$6.98	\$7.67	\$8.22
90	\$3.07	\$3.29	53.56	\$3.91	\$4.37	\$4.96	\$5.72	\$6.63	\$7.67	\$8.73	
95	\$3.07	\$3.29	\$3.57	53.93	54.40	\$5.03	\$5.86	\$6.92	\$8.22		59.68
100	\$3.07	\$3.30	\$3,58	\$3.94	\$4.42	\$5.07				\$9.68	\$11.16
1			0.000	42.54	-5-1.42	10.04	\$5.96	\$7.12	\$8.62	\$10.46	\$12,49

OPTION 3

Monthly Installments for each \$1,000 of Proceeds Option 3 - Life Income with Payments Guaranteed

	لما	o of Pa	dzy		Yes	a Period	- 10	Last	of Paye Birthda	9	ĞÜ	Yen	d Perio	ď		of Pay Birthd		G	uarante Ye	od Pe	nod
	Ma	le Fa	mole	1-10		2() X	íalo	Fema	0 1)	13	2	0	-Ma(c	For	шe	10		5	20
	58	è 10	&	1					1	\top											
	und	er un	ост	\$2.3	3 \$2.3	33 \$2.3	32	35	40	\$2.	75	\$2.75	5 \$2	75	65	70	,	\$4.3	7 54	.27	\$4.12
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If the income payable for a specific guaranteed period is equal to that for other guarantee periods the longer period will be deemed to have been elected.

Life 4608

Page 9

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NATIONWIDE LIFE INSURANCE COMPANY

ENDORSEMENTS (Endorsements may be made only by the Company at the Home Office)

☐ NATIONWIDE LIFE INSURANCE COMPANY ☐ NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY

	pplication for Life Insurant	A.			****		•		P.O.8c	n. 182835 .Cok	mbus, Chiq. 43216-283
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Page 3

PART B								
11. PERSONAL INFORMATION								
All questions are to be answered by each Proposed Insured.—For each yes answer, provide details below.	PROPOSED INSURED	JOINTISPOUSE PROPOSED INSURED	CHILD					
Have you ever had any application for tule or Health insurance for for reinstatement for Life or Health insurance) decladed, postponed rated up or instelled? (If yes provide details)	Yes No.	Yes No.	口切					
Have you ever applied for or received disability payments for any stress or equity? (II yes, I II II II III III III III III IIII IIII								
C. In the past 3 years have you engaged as, or do you intend to engage as: Oying as a pilot, student pilot, or crew member, organized record of an automobile; moloccycle or any type of moloc-powered vehicle, scuba diving, mountain chembing, hang; gilling: parachuting, sky diving bunges jumping, or any type of body-contact or tile- Oursierung spon? (If yes: complete an Assalion/Neurology Activities Questionissure)								
d Have you ever had your dozer's beense suspended or revoked or been conneiled of driving white impaired or microcalest, or been conneiled in the past I years of more than one moring violation? (If year, monde details):	D 8	□ Ø						
Except as prescribed by a physician, have you ever used, or been connected for sale or possession of cocases or say other narcode or illegal drug? [If yes, complete Drug? Questionnesse]."	6 4	o	, O B					
1. Have you ever been charged with a violation of any control law? (If you, provide details)	H D	D 85	□ Q					
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h Bo you plan to travel or reside outside of the United States or Canada? (if yes, complete: Supplement for Foreign Nationals or Travel)	0 0	O. 86	च व					
L Do you belong to or intend to your any active or reserve military or install organization? (Byes, complete UMary Stellas Questionnairs):		D Ø:	o 0.					
j. Do you have a parent or slibing into deal from center or cardiovascular disease prior to uga 607 (if yes, provide relationship to Proposed Intered(s), uga at death and cause of death, and disciplinely provide type). Datmin of anylyses pressure (Indicate name of persock, If many appears in new-dod, an additional blan	n a	छ छ	<u> </u>					
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18. TAXPAYER IDENTIFICATION HUMBER

Under the interest and Divisiond Compliance Act of 1930, persons owning minimum a policies are required to provide the Company with certification that their taxpayer identification number is correct. (For most individuals, their special Security Number.) If you do not provide us with certification of this number, you may be subject to a \$50 penalty imposed by the Internal Reviews Service. In addition, we will be forced to withhold 31% from interest and other payments we make to you (known as backup withholding). It is not an additional tax, since the amount withheld may be applied against any lax you own. If withholding results in an overpayment of taxes, a refund may be available.

Check his box if the internal Revenue Service has notified you trial you are subject to backup withholding

Otherwise, your agressive on this application is cerefication that the targayer identification number on this application is true, correct, and complete. The internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

19. SPECIAL INSTRUCTIONS (Il more space is medial, an additional blank sheel may be ettached.)

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AMENDMENT OF APPLICATION FOR INSURANCE TO NATIONWIDE LIFE INSURANCE COMPANY COLUMBUS, OHIO 43215

I hereby smend my application for insurance to the Nationwide Life Insurance Company on the life of Hary Lamiloff dated November 11, 2003 as follows:

The policy was issued with Non-Tohacco rates.

I hereby agree that these changes shall be an amendment to end form a part of the original application and of the policy issued thereunder, if any. Signed at _mi

CITY, STATE

Witness X

DIOLEGICATION ON PROPERTY DESCRIPTION OF TRANSPORT AND TO SERVICE Gary Lupiloff

CUBLIVE OF STATEMENTS (UBLIVE TO STATEMENTS TO STATEMENTS TO STATEMENT Gery Lupiloff

RETURN ORIGINAL SIGNED COPY TO NATIONWIDE

DUPLICATE

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MEDICAL EXAMINATION

(Part 2 of an application to Nationwide Insurance

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	al c	orage and frequency	a Movementary	-					$\overline{}$
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		fessional for: Heart disease, including heart alleck, engine-	archaelarda shartana al broat	- codlamanathy	16	E DEC		diagnosis and name a	
	18.	conceptive heart telture, heart murrur, or vi				,		cel provider(s) consulto	
		other disorders of the heart?				· 121,		i edditional space is ne	
	b.	tragular heart beat, palpitations, high blood	pressure, high cholesterol, or h	gh triglycerides?		an	1		
		Heart cathelarization, abnormal electrocard				.7	i		
		aurgery, or englopisaty?				ָמ	[
	2.	Anounysm, carotid artery disease, deep very	ous thromboals, phlebille, periph	eral vascular		æ	١.		
	_	disease, any other disorder of the blood vess			. 🗆		ļ		
		Disheles or abnormal blood sugar?							
		Thyrold, adrenal, paraltryrold, pitaltary, or of				ď			
	481	Cencer, leukemia, lymphoma or any maligna Any abnormal screening lesis for cancer incl			Ц				
	D.	mammogram, or PAP anxata?	north Last flynsang sherist mi	nGestl		ø			
	5.	AIDS (Acquired Immune Deficiency Syndron Immunodelicioncy Virus) lest using the ELIS	ne), or received positive results o A-ELISA-Westorn Bio! Testing S	of an HIV (Human Sequence?		ď			•
	6.	Disorder of the blood including anemia, sickle other disorder of the red blood cells, pialetets				Ы			
	7.	Stroke, TIA, caralysis, epilepsy, sezures, fai	nting, tremor, Parkinson's diseas	se, mental		_			
		retardation, cerebral palsy, multiple eclerosis	, Alzheimer's dieesse, ALS (Lou	Gehrio's					
		disease), or any other symptoms or disorders				24			
		Asthma, emphysema (COPD), tuberculosis,							
		Persistent houseness or cough, an abnorme				W			
	88.	Uicer, intestinal bleeding, ulcerative colitis, Co disorder of the exophagus, stomach, or intest	ronn's disease, diverticults, her lines?	nua, or any other		αď			
	b.	Jaundice, cirrhosta, hepairia, or any disease				ď			
		Sugar, protein, or blood in the urine, iddney s				أو			
		nephreciomy?				P)			
		Other disorders of the kidney, bladder, uretor,				ומ			
		Reproductive system including uterine fibroids				뾔			
		Prostate enlargement, prostate cancer, testica			0	T)			
		Other disorder of the reproductive organs or b				OK.			
•	12.	Disorder of the muscles, joints, bones, lendons,			_	W			
	42	arthritte, fracture, chronic pain, or hemiated di	su, caronic raigue synosome, or	штотуақкат	□. □	7			
		Disease of eyes, ears, note, or throat?	- مادرماه سلمام همامههممار م	haranta	u	ומ			
-	ı 4d.	Psychological or psychiatric disorders includin compulsive disorder, schizophrenia, attenson i	y vojetoske, upost doubol, t defici disodem, allectivo disoc	ina esina					
		disorder, or any other mental or behavioral dis	-	•	П				
		Alcoholism, drug dependency or addiction?				们.			
		Any other mental or physical disease or disord							
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(04/2002)

Lettonwide Uits and Amulty Insurance Company (Parl 2 (continued) of an application to Nationwide Insurance for Life or Heekth Insurance we you in the past 10 years: Yes Wo Seen a private (including outprisent) in a hospital, clinic, mental health facility, or other medical lacility? Consulted or been referred to any physician not listed above? Been advised in have surgey, hospitatization, testing, or treatment that was not completed? Used alcoholds beveragea? (If yes, how much, what kind (bose, wine, Equor), how often? Used any legal, restricted, or controlled substance except as presented by a physician? (If yes, provide deaths.) Requested or received a pension, banefits, or payment because of knur, sickness or deability? UNITIONAL SPACE FOR DETALS OF YES ANSWERS. (Identity question number.) Using Health Concerns or Cause of Death Health Concerns or Age or Age Brother Uning Health Concerns or Cause of Death TY ON Lack Section 1998 The Bost Concerns or Cause of Death Ty ON Lack Section 1998 The Bost Concerns or Cause of Death Ty ON Lack Section 1998 The Bost Concerns or Cause of Death Ty ON Lack Section 1998 The Bost Concerns or Cause of Death Ty ON Lack Section 1998 The Bost Concerns or Cause of Death Ty ON Lack Section 1998 The Bost Concerns or Cause of Death Ty ON Lack Section 1998 The Bost Concerns or Cause of Death Ty ON Lack Section 1998 The Bost Concerns or Cause of Death Ty ON Lack Section 1998 The Bost Concerns or Cause of Death Ty ON Lack Section 1998 The Bost Concerns or Cause of Death Ty ON Lack Section 1998 The Bost Concerns or Cause of Death Ty ON Lack Section 1998 The Bost Concerns or Cause of Death Ty ON Lack Section 1998 The Bost Concerns or Cause of Death Ty ON Lack Section 1998 The Bost Concerns or Cause of Death Ty ON Lack Section 1998 The Bost Concerns or Cause of Death Ty ON Lack Section 1998 The Bost Concerns or Cause of Death Ty ON Lack Section 1998 The Bost Concerns or Cause On Type 1998 The Bost Concerns or Cause 1998 The Bost Concerns or			e Life insurance Company			MEUK	CALE	:XAI	MOITANIN	
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20. AGREEMENT, AUTHORIZATION AND SIGNATURES

I have read that application. I understand each of the questions. All of the analysis and stabilization into form are complete and true to the best of my knowledge and behalf it understand and agree that

- A This application, any amendments to a, and any related medical examinations will become a part of the Policy and are the beats of any incurance issued upon this application.
- B. No medical examines, produces or other representative of Hallocowide many accept risks or make or change any contract, or waive or change any of the Company's rights or requirements.
- C If the full first premium payment is made in exchange for a Temporary Insurance Receipt, Nasionaida will only be liable to the extent sol forth in that recept
- D. If the full first premium is not paid with this application, then insurance will only take effect when all of the following conditions are met:
 - 1. a Pobcy is issued by Nationwide and is accepted by met and
 - 2. the full first premium is paid, and
 - all the answers and statements made on the application, medical examination(s) and amendments continue to be turn to the best of my knowledge and belief.

The applicant has a right to cancel this application at any line by contacting their agent or Nationavde in writing. I have received the pre-notice form of the Fear Crede Reporting act of 1970 and the Madical Information Bureau disclosure form, I certify that the Social Security Namber given is correct and complete.

I authorize any leanued physician or medical practitions, any hospital, choc, pharmacy or other medical or medically related facility, any insurance company, the Medical Information Bureau, or any other organization, estatutions or person who has broadedge of me, to gent that information to the Medical Director of the Histocrarde Life Innuance Company/Nationawde Life and Annualy Insurance Company, or its remourers, for the purpose of understanding my application in order to determine elocitally for Life Innuance and to investigate claims. By my algorithme below, I actinovidedge that any agreements I have made to restrict my protected health information do not apply to the authorization; and I instruct any physician, health care produces send disclose my entire medical record without restriction. I understand that it disclosed pursuant to this authorization may be redisclosed and no longer be covered by federal rules governing provide and understand that it is authorization, or a copy of it, will be valid for a period of not more than two and one-half years (30 months) from the date it was algored. Tunderstand that I have the right to revoke the suthorization in widness, at enginess, by susking a wolten respect for revocation to Nationalist Life Insurance Company/Nationale Life and Annually Insurance Company, Attention. Understand, p.P.O. Box 182835, Columbus, Oblo 42218-2835. I understand that a revocation is not effective to the extent that any of my providers have related on the authorization, or to the content that Nationale Life insurance Company/Nationale Life and Annually Insurance Company, has a legal right to cortist a claim under an insurance policy or to content the policy stell. I faither understand that I was not not so the subnomation to release my complete mechanical montal. Nationalise Life insurance Company/Nationalise Life and Annually Insurance Life Instruments or I have a right to a copy of its authorization by sending a request to Nationalis in verting

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Eigned at Birmington, Michagan	
Confession . O	Moots/Day Year
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To the best of my browledge, the insurance applied for 12 will 1/2 will not (CHECK ONE) replace any the insurance, and/or extractly	Name of Proposed Insured (please point)
MARY E. PETCH Producer's Huma (pheaso port)	Security of Proposed Process (or parent of Proposed Incured as tender tige 15)
Producer's Sportore	Name of Joint/Spoose Proposed Insured (plasse print)
Firm Producer's Networked Number	Signature of John Spouse Proposed lasured (If to be lasured)
Social Security Hamber	Sayanhan of Pophonal Oning (Fluther then the himself)
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L-4738-21

Page 7

DUPLICATE

Case 2.11-cv-12422-AC-MKM ECF No. 14, PageID.225 Filed 06/20/11 Page 31 of 43



GUARANTEED TERM LIFE INSURANCE TO AGE 95 POLICY

Renewable once a year until age 95.

Convertible anytime prior to the end of the conversion period, as stated on the policy data pages.

Premiums payable during lifetime of Insured prior to the end of the term of the policy.

Premiums are guaranteed at issue.

Non-Participating - No Dividends.

tall to take him to the

EXHIBIT B

Case 2:11-cv-12422-AC-MKM ECF No. 14, PageID.227 Filed 06/20/11 Page 33 of 43



Nationwide Life Insurance Company Nationwide Life and Annulty Insurance Company Nationwide Life Insurance Company of America Nationwide Life and Annuity Company of America P.O. Box 182835, Columbia, OH 43218-2835 Hereinafler referred to as the Company moo.oblymollen.www

BENEFICIARY CLAIM FORM

Customer Contact Information

Nationwide: 1-800-243-6295 TDD: 1-800-238-3035 Fax: 1-888-677-7393

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Please accept our deepest sympathies for your loss. This form is designed to collect information needed to complete your claim.

IMPORTANT: Sections 1, 2, and 5 must be completed.

A certified Death Certificate bearing the seal of the appropriate local, state or federal agency issuing the certificate must accompany this completed form.

Each beneficiary must complete a separate claim form.

To expedite the processing of this claim, you can fax the completed claim form along with a copy of the certified death certificate to 1-888-677-7393.

1a. Deceased Information.
Existing Policy Number(s): L - 034804300 (regulred)
Deceased First Name: 6-ARY
Deceased Last Name: LUPILOFF
Date of Death: 7-13-20/0
1b. Beneficiery Information. Must be completed.
Beneficiary Name: WILLIAM ISEENE
Residential Address:(PO Box address is not accepted)
City/State/Zip Code:
Malling Address: (If different than residential)
City/State/Zip Code:
SSN: Date of Birth:
Daytime Telephone Number: E-Mail:
The next Section, Settlement Options, provides three distribution options for your death benefit proceeds. For information about what other options are available to you, please call us at 1-800-243-6295 or TDD: 1-800-238-3035.

TDD: 1-800-238-3035.

Case 2:11-cv-12422-AC-MKM ECF No. 14, PageID.228 Filed 06/20/11 Page 34 of 43 Section 2: Settlement Options - Please select one option. Please Note: Policy owners have the option to choose in advance how their beneficiaries will receive the money If that is the case for you, we'll carry out the policy owner's instructions and provide complete details to you in writing. Option 1 – Lump Sum Payment Option – Nationwide Bank Secure Money Market Account We will establish a Nationwide Bank Secure Money Market Account in the beneficiary's name and deposit all proceeds into the account. You will have immediate access to these proceeds by check and this account will earn Interest. Benefits of the Nationwide Bank Secure Money Market Account: An attractive variable liered rate of interest. A safe account to hold funds separate from your everyday funds. FDIC insurance coverage, up to \$250,000 per depositor. Free personalized checks provided by Nationwide Bank. Dedicated Customer Care Specialists ready to help you when you call them at 1-877-422-6569. No monthly service fees. The following fields MUST be completed for the Nationwide Bank Secure Money Market Account option: Issue State: Driver's License Military ID State ID Please note: For your protection, accounts are reviewed under US banking rules to confirm eligibility. Interest earned is reportable to the IRS. Please consult your tax advisor for additional information. ☑Option 2 – Lump Sum Payment Option – Single Check or Direct Deposit This option provides a single full payment. You can choose from receiving the death benefit proceeds either In the form of a check or have it transferred to your checking or savings account. · One transaction access to your money. Flexibility to transfer directly into your checking or savings account. Important: Please select either check or direct deposit from below. .).

### Benefits of a Single Check:

☑ Check (a check will be mailed to you using the address entered on page 1, section 1). ☐ Direct Deposit (complete the information and follow the instructions below).
Financial Institution Name:
Financial Institution Phone Number: ()

You must attach a voided check if depositing into your checking account. If depositing into your savings account, a letter from your financial institution will be required. The deposit into your checking or savings account will normally occur four (4) business days after the date the claim transaction is processed. Please note deposit slips are not acceptable.

Important: If a voided check (or letter from your bank/financial institution) is not included, a check will automatically be mailed to the address you provided us. The checking/savings accountholder must be the same as the beneficiary.

### Section 3: Taxpayer ID Certification

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Certification - Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number, and
- (2) I am not subject to backup withholding because (a) I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (b) the Internal Revenue Service has notified me that I am no longer subject to backup withholding, or that I am exempt from backup withholding, and
- (3) I am a United States citizen (including a U.S. resident alien).

You must cross out item (2) if you have been notified by the IRS that you are currently subject to backup withholding because of failure to report interest or dividends on your tex return.

### Section 4: State Fraud Statements

Alabama, Alaska, Arizona, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kentucky, Maryland, Massachusetts, Montana, Nebraska, New Hampshire, Mississippi, Ohlo, Oklahoma, Oregon, Puerto Rico, Rhode Island, South Dakota, Texas, Utah, Vermont, West Virginia, Wisconsin and Wyoming Any person who submits an application or a claim containing a false or deceptive statement, and does so with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, may be guilty of insurence fraud.

Arkansas Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado Important Notice: It is unlawful to knowingly provide felse, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department or regulatory agencies.

District of Columbia. Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida Any person who knowingly and with Intent to Injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kansas, Nevada, North Carolina and North Dakota Any person who submits an application or a claim containing a false or deceptive statement, and does so with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, may be guilty of insurance fraud.

Louisiana Caution: If your answers on this application are incorrect or untrue, Nationwide has the right to deny benefits or rescind your policy. Any person who knowingly presents false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine, Tennessee it is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Missouri Caution: If your answers on this application are incorrect or untrue, Nationwide has the right to deny benefits or rescind your policy. Fraud Statement: Any person who submits an application or a claim containing a false or deceptive statement, and does so with Intent to defraud or knowing that he/she is facilitating a fraud against an insurer, may be guilty of insurance fraud.

### Section 4: State Fraud Statement, continued

New Jersey Any person who includes any felse or misleading information on an application for an insurance policy is subject to criminal and civil penalties,

New Mexico Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

New York Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Pennsylvania Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Virginia Any person who, with the intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

Washington Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

### Section 5: Authorization - Signature Required

If I selected the Nationwide Bank Secure Money Market Account Option, I understand and agree, by signing this form that Nationwide Bank will access and utilize consumer report information to open my account. I authorize my information to be shared with Nationwide Bank, for purposes of establishing my Secure Money Market Account. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for me: When I open an account, Nationwide Bank asks for my name, address, date of birth, and other information that will allow them to identify me. Nationwide Bank may ask to see my driver's license or other identifying documents.

I certify under penalties of perjury that all statements are true, correct and complete to the best of my knowledge and belief. I understand that the furnishing of this form by the Company does not constitute an admission that there is any insurance in force.

Signature of Beneficiary (Individual Beneficiary)

Date

Social Security Number

Signature of Legally Appointed Guardian

Date

Minor Beneficlary's Social Security-Number

(Individual Beneficiary is a minor or mentally incompetent person). A certified copy of guardianship papers must be furnished.

Please contact our Customer Service Center at 1-800-243-6295 if you have any questions. If you have a Telecommunications Device for the Deaf (TDD), you may access our TDD services at 1-800-238-3035. Customer Service Representatives are available to assist you Monday through Friday from 8:00 a.m. to 8:00 p.m. EST.

To expedite the claim process, you may overnight the completed claim form along with any other required form(s) to the following address:

Nationwide Life Operations RR1 - 04 - D4 5100 Rings Rd. Dublin, Ohio 43017

# **EXHIBIT C**

# Case 2:17-cv-12422-AC-WKWCEECF No?4147PagenD.23214F7766P06/20/1105F66ge 38 of 43

# NATIONWIDE LIFE INSURANCE COMPANY APPLICATION FOR DESIGNATION OF OWNER AND/OR CONTINCENT OWNER

Policy Number:_	L034804300	Insured: 6	A -14 CONTINCENT OWN	
		y, hereby revoke any previous de Owner of the said policy effectiv		ontingent Owner, and I
confingent owner()	owner, ownership will be vested b), if any, jointly or in the surv	nd jointly or in the survivor(s), vivor(s), otherwise to the Execu-	but if none are living or in a for or Administrator of the I	
NEW OWNER: S	ocial Security or Taxpayer Ident	iffication Number:	and the first transfer of the state of	
I DEF NAME				
William	Kene	DATE OF BIRTH	RELATIONSHIP  BUSILESS  O	TO INSURED RETURNALLY NAME
ADDRESS	,			
NEW CONTINGER	T OWNER: Social Security of	r Taxpayer Identification Number		
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lew Owner's Signature		Present Owner's	Cinnet	
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		r Nationwide Life Insurance Com		
c-1112-M	Complete and send	to Company at Columbus, Ohio	43215	
	D	O NOT SEND POLICY		(03/2002)

# NATIONWIDE LIFE INSURANCE COMPANY APPLICATION FOR DESIGNATION OF OWNER AND/OR CONTINGENT OWNER

The following instructions have been enclosed to assist you with the completion of the attached APPLICATION FOR DESIGNATION OF OWNER AND/OR CONTINGENT OWNER. Please read these instructions carefully before completing the application.

- Use this form to request a change of policy ownership. If the desired change of ownership is complex, or if you have any questions, please contact Nationwide Life Insurance Company at the Home Office.
- This application revokes ALL previous ownership. Therefore, even if the present owner or contingent owner is to remain the same, such owner must be renamed on this form.
- 3. Print the FULL name(s) and address(es) of the new owner(s). Be certain to provide the new date of birth, social security (or tax 1D) number, relationship to the insured and the complete address. THE REQUESTED CHANGE OF OWNERSHIP WILL NOT BE PROCESSED IF ANY OF THE INFORMATION IS OMITTED.
- SIGNATURES REQUIRED: (1) The present owner(s) and all irrevocable beneficiaries, if any, and (2) the proposed new owner(s). Signatures MUST be in ink. At the discretion of the Homo Office, a witness may be required.
- 5. The new owner will receive the premium notices unless the payor information is completed.
- 6. If joint ownership is listed, all notices will be mailed to one address listed on the reverse side. For tax reporting purposes, only one social security number can be used. Please indicate which social security number is to be used. The signatures of all joint owners will be required for any policy changes requiring an application. If any of the joint owners is a minor, the minor's legal representative will be required to authorize changes for him/her.
- 7. If naming a trust as owner, provide the name of the trustee(s), the name of the trust, and the date the trust was executed on this form. A copy of evidence of the existence of the trust must be provided. Please provide us with a copy of the page or pages of the trust showing the name and date of the trust, the names of trustor and trustee(s), and a copy of the signature page of the trust.
- 8. If naming a corporation as the new owner, we will need the full name and address of the corporation. We require the signatures of the present policy owner and an authorized officer (with current job title), other than the insured, to sign as the new owner on behalf of the corporation. For variable life insurance products, we require a certified copy of the corporate resolution providing such authority, to be submitted with the Application for Designation of Owner form. If a corporation is named as new owner and the insured is the sole officer, then we will require a completed "Sole Corporate Officer Certification." This form, which can be obtained from Nationwide Life Insurance Company at the Home Office, must be notarized and submitted with the Application for Designation of Owner form.
- Complete and send to Nationwide Life Insurance Company, PO Box 182835, Columbus, Obio 43218-2835.

Life-1112-M

(03/2002)

# **EXHIBIT D**



# APPLICATION FOR CHANGE OF BENEFICIARY DESIGNATION Nationwide Life Insurance Company/Nationwide Life and Annuity Insurance Company

		" GARY H. LU	place 1	Server - Carl	
Please see Page 3 of this application of the desired of the desire	ication for important informa	tion. Nationvide Life Insu	Faron Company as	isurads SSN:	a si in a la aggist cha go i
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LAF-0119AO.2

Page 1 of 3

08/2003

# GASEL 2:421-10V 21-2423-46EMK MEDIECF NO.461-40P 3600 P.02361-4-FILE (10-96)-6/20/1103 Page 42 of 43



# APPLICATION FOR CHANGE OF BENEFICIARY DESIGNATION Nationwide Life Insurance Company/Nationwide Life and Annuity Insurance Company

Policy Number L034804300 Primary Insured: GBRUH, Luriliff Ins	
! UNITELY RECOGNOCION that I have 1	rured's SSN:
hereby acknowledge that I have read and agree to the terms and conditions on page 3 of this a beneficiary is effective the date of this application and this application will have no effect on any payment.	polication, I some that this charge
beneficiary is effective the date of this application and this application will have no effect on any payment before the Company has agreed to this application.	il made or action taken by the Compan
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Owner signed and	
witnessed in (city/state)  Premisoram, MI	
Owners PMI	
Signatura	
Owner's	
Printed Name  GARCY H. JUPIL OFF	
Date Signed H. WPILOTT	<del></del>
Owner's Witness 4/4/67	
Printed Name MAXY BI REQUIT	
Owner's Witness Signature	
JYM Sh	
Date Skyned	
4/4/07	
Joint Owner/Other signed In (city/state)	
Joint Owner's/Other's	
Signature (# applicable)	
John Owners/Others	i
Printed Name	
Dote Signed	
Joint Owner in Other's	1
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Joint Owner's/Other's Withous Printed Name	
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Date Signed	
Agreed to for Nethodride Life Inc.	
Agreed to for Netforwide Life Insurance Company/Nationwide Life and Annuity Insurance Company by Thomas Barnes, Secretary	-A-
	01

LAF-0119AO.2

Page 2 of 3

08/2006

# APPLICATION FOR CHANGE OF BENEFICIARY DESIGNATION

Nationwide Life Insurance Company/Nationwide Life and Annuity Insurance Company Mail to: Nationwide Life Insurance Company, P.O. Box 182835, Columbus, Ohio 43218-2835 Contact us at 1-800-543-3747, or visit our website at www.nationwidglinancial.com Fax: 1-614-677-0189

### About Designations

Completing this form: It is important that you fully complete Section 1 of this form, even if you are not making any changes to the primary beneficiary (i.e. fully writing out the designation including names and percentages if applicable). We will not accept wording such as "same or no

Dollar Amounts: Specific dollar amounts are generally not permitted. Instead, please designate a percent in the % column. Percontage totals must equal 100 percent. If you must designate a specific dollar amount, please contact our Home Office.

Funeral Home or Creditor: If you wish to name a funeral home or creditor, please use the "Other field for this designation. Please use the following wording and complete the items listed in parenthesis: "(Craditor Name or Funeral Home Name), as their interest may appear, balance if

Businesses, Schools, Charities, or Churches: If you wish to name a business, school, charity, or church as your beneficiary, please use the

Irravocable beneficiary: An irrevocable beneficiary, once named, cannot be changed without the consent of the named irrevocable beneficiary. In addition, other policy changes may require the irrevocable beneficiary's signature prior to the Company accepting any requested change. If this beneficiary is to be irrevocable, please add the following wording after the person's name: "without right of revocation during this beneficiary's

#### Terms and Conditions

Sending your policy: Please do not send in your policy with this request. The Company wakes any policy provision requiring the return of the

Previous beneficiary designations: Once the Company receives and agrees to this application, all previous beneficiary designations for this policy are revoked effective the date of this application. If a death claims becomes payable under this policy, the proceeds shall be payable to the beneficiary(les) named in this application after the Application has been accepted by the Company. Unless otherwise provided for on this application:

If two or more Beneficianes or Contingent Beneficiaries are designated, the proceeds shall be payable in equal sheres to those Beneficiaries

If two or more baneficiaries or Contingent Beneficiaries are designated to receive the proceeds in unequal shares and any of those Beneficiaries or Contingent Beneficiaries predecease the Insured, the proceeds designated for such deceased Beneficiaries or Contingent Beneficiaries shall instead be paid in equal shares to those Beneficiaries or Contingent Beneficiaries who survive the Insured.

Children include naturally born and legally adopted children of the Insured,

Any amounts payable to a child of less than legal age shall be paid to the legally appointed guardian of his/hot property or in any other manner

Baneficiaries not specified by name: If baneficiary(ies) are not specified by name (i.e. all children living), the Company is authorized to rely on an affidavit from any beneficiary listed on this form or from any responsible person in determining the names of the beneficiaries at time of claim. The Company is discharged from all liability upon making settlement based on such affidavit.

Required Addresses: If you live in one of the following states - AK, AZ, FL, HI, ID, LA, NO, OR, RI, UT, VA, WA or WI, a full address for all

Required Signatures: This request must be signed and dated by sit persons who have ownership or other rights in the policy (all co-owners, joint owners, co-trustees, previously named irrovocable beneficiaries, etc.). Signatures must be made in ink using full legal names. In addition:

If a corporation owns the policy, we require the signature of a corporate officer and the officer's title. This officer must be someone other than

In states that require a witness, an uninterested party should sign as the witness (someone not named as a beneficiary or otherwise signing

Owners' rights: The owner(s) reserve the right to change the beneficiary unless otherwise provided for on this application (i.e. irravocable

if a Trust/Trustso(s) is named as beneficiary on this policy:

The Company is not responsible for the application or disposition of the proceeds of the policy by the Trustee(s). Payment to the Trustee(s) shall fully discharge the liability of the Company under the policy.

if the beneficiary is a tostamentary trust, the Company is authorized to rely on a certified copy of the qualification and appointment of the trustee or the probating of the will. If the baneficiary is an inter-vivos or living trust, the Company is authorized to rely upon a statement from

If, within six months after the death of the Insured, the Company has not been furnished with evidence of the probability of the Will and the qualification of the trustee (if a testamentary trust), or, with evidence that the trust is active and in full force and effect (if an inter vives or living trust), the proceeds may then be paid to the contingent or other beneficiary(ses) designated to next receive the proceeds. If there are no such benefictaries, the proceeds may then be paid according to the barns of the policy when no beneficiary is living at the death of the Insured.

Executors, Administrators or Estates as beneficiaries: Per policies in which the insured's Estate or the Executor or Administrator of the insured's Estate is the beneficiary, the Company is authorized to rely upon a certified copy of the qualification and appointment of the Executor or Administrator of the Insured's Estate. Payment of the policy's proceeds to the Executor or Administrator shall fully discharge the liability of the

Any reference in this Application to a beneficiary living or surviving will mean living or surviving at the time of the insured's death.

LAF-0119AO 2 Page 3 of 3

08/2008